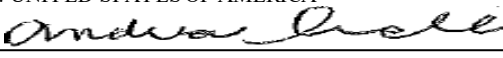


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE		PAGE OF PAGES 1   5	
2 AMENDMENT/MODIFICATION NO <b>P00011</b>		3 EFFECTIVE DATE <b>30-Sep-2021</b>		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY NAVAL INFORMATION WARFARE CENTER PAC FIC ANDREA L ECKENRODE CODE 22550 ANDREA.ECKENRODE@NAVY.MIL 53560 HULL ST SAN DIEGO CA 92152-5001		CODE <b>N66001</b>		7 ADMINISTERED BY (If other than item 6) NAVAL INFORMATION WARFARE CENTER PAC FIC RYAN C. PERNA CODE 22550 RYAN.PERNA@NAVY.MIL 53560 HULL ST SAN DIEGO CA 92152-5001		CODE <b>N66001</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) G2 SOFTWARE SYSTEMS, INC. DUNS: 948064365 4025 HANCOCK ST STE 105 SAN DIEGO CA 92110-5168				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N6600120F0014</b>			
				X 10B. DATED (SEE ITEM 13) <b>17-Oct-2019</b>			
CODE <b>OTTS8</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) <b>Mutual Agreement of the Parties</b>							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>andrea212986</b> The reason for this modification is to deobligate funds from CLIN 1001/SLIN 100102 and CLIN 1002/SLIN 100201, reduce the ceiling for CLIN 1001 and 1002, and reduce the hours under CLIN 1001. Section B clauses will be updated accordingly.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANDREA L ECKENRODE / CONTRACT SPECIALIST TEL: 619-553-4479 EMAIL: andrea.eckenrode@navymil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>30-Sep-2021</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$207,660.50 from \$3,069,584.67 to \$2,861,924.17.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The estimated/max cost has decreased by (b)(4)

The fixed fee has decreased (b)(4)

The total cost of this line item has decreased by (b)(4)

CLIN 1002

The estimated/max cost has decreased by (b)(4)

The total cost of this line item has decreased by (b)(4)

The following have been modified:

**B-TXT-04 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (JUN 2017)**

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

*[Contracting officer insert number of estimated direct labor staff hours]*

<u>CLIN</u>	<u>Total Staff-hours of Direct Labor (X)</u>
0001	8,519
1001	9,062
2001	12,601

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that zero (0) staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time

(uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

#### (f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

(End of clause)

## B-TXT-11 ALLOTMENT OF FUNDS (PARTIAL) (JUN 2017)

(a) This contract is partially incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee for incrementally funded items, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO FIXED FEE</u>
000101	(b)(4)
000102	(b)(4)
000103	(b)(4)
000104	(b)(4)
000105	(b)(4)
<b>1001</b>	(b)(4)
200101	(b)(4)

(c) The amounts presently available and allotted to this contract for payment of cost for incrementally funded items, subject to the Section I "Limitation of Funds" clause, the items covered thereby, and the period of performance for which it is estimated the allotted amounts will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
000101	(b)(4)	Date of award through 16 December 2019
000102	(b)(4)	Date of award through 16 December 2019
000103	(b)(4)	Date of award through 16 December 2019
000201	(b)(4)	Date of award through 16 December 2019
000104	(b)(4)	Date of award through 16 December 2019
000105	(b)(4)	Date of award through 16 December 2019
<b>1001</b>	(b)(4)	10/17/2020 – 09/29/2021
<b>100201</b>	(b)(4)	10/17/2020 - 09/29/2021
200101	(b)(4)	09/30/2021 - 12/18/2021

(d) The parties contemplate that the government will allot additional amounts to this contract from time to time for the incrementally funded items by unilateral contract modification, and any such modification shall state separately the amounts allotted for fee and the amounts allotted for cost, the items covered thereby, and period of performance that the amounts are expected to cover.

(e) Items N/A are fully funded and performance under such items is subject to the Section I "Limitation of Costs" clause.

(f) The contractor shall segregate costs for the performance of incrementally funded items from the costs of performance of fully funded items.

(End of clause)

## **B-TXT-12 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JUN 2017)**

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,687,750.62 inclusive of fee. It is estimated that these funds will cover the cost of performance through 18 December 2021. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$1,687,750.62 shall arise unless additional funds are made available and are incorporated as modifications to this contract.

(End of clause)

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **Accounting and Appropriation**

#### **Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was decreased by \$187,895.30 from \$1,875,645.92 to \$1,687,750.62.

#### **SUBCLIN 100102:**

AE: 1711319 X5HK 255 00039 0 050120 2D 000000 A40005263395 (CIN 130081053700011) was decreased by \$178,517.30 from \$654,874.25 to \$476,356.95

#### **SUBCLIN 100201:**

AE: 1711319 X5HK 255 00039 0 050120 2D 000000 A40005263395 (CIN 130081053700012) was decreased by \$9,378.00 from \$12,125.75 to \$2,747.75

(End of Summary of Changes)